AMENDMENT TO OPTION

It is agreed that the Option heretofor granted the Board of Trustees of Tri-County College District, Counties of Saginaw, Bay and Midland, Michigan by us is amended so that the portion of the property on which we will hold a five (5) year lease shall read a s follows:

All of the West Half (W1/2) of the Northwest Quarter (NW 1/4) except the East Two Hundred Forty-two (242) feet thereof.

Dated: October 4, 1958

George Burk

George Burk

Lorina Burk

Lorina Burk

Lloyd W. Bartlett, attorney

Lloyd W. Bartlett, Attorney for

TRI-COUNTY COLLEGE DISTRICT, COUNTIES OF SAGINAW, BAY AND MIDLAND, MICHIGAN

#1

OPTION

Dated this 19th day of September, at Bay City, Michigan.

KNOW ALL MEN BY THESE PRESENTS: That George Burk and Lorina Burk, his wife, and in her own right, parties of the first part, in consideration of Five Hundred and no/100 Dollars ($500.00), and other valuable considerations, the receipt of which is hereby acknowledged, do hereby give and grant unto the Board of Trustees for Tri-County College District, Counties of Saginaw, Bay and Midland, Michigan, part of the second part, or its successors and assigns, the OPTION and RIGHT TO PURCHASE on or before December 15, 1958, all real property owned by them in Section, Three (3), Town Thirteen (13) North, Range Four (4) East, Frankenlust Township, Bay County, Michigan, including but not limited to eighty (80) acres described as follows:

The West Half of the Northwest Quarter of said Section.

For the sum of Seventy-three Thousand and no/100 ($73,000.00)- - Dollars.

It is agreed as follows as respects further conditions of this Option:

1. That the party of the second part shall on or before December 15, 1958 give written notice to First Parties of its election to exercise this Option. The mailing in a postage prepaid envelope addressed to the first parties at R. F. D. # 1, Bay City, Michigan shall constitute the proper giving of notice for the purpose of this Option. Upon the giving of such notice the first parties shall promptly deliver to second party through its secretary, Oscar M. Anderson, at 927 Saginaw Street, Bay City, Michigan, all abstractss of title and tax histories extended to date of the date of such notice, and second party shall have ten (10) days after delivery to examine the title of said premises. Said abstracts shall be prepared and certified by Superior Abstract and Title Compahy of Bay City, Michigan.

In the event no defects of title are discovered by such examination, the transaction shall be closed in a place in Bay City, Michigan, designated by the second party at which time the first parties will convey to second party by warranty deed marketable title in fee simple to the aforesaid premises, and the purchaser shall pay thirty (30) per cent of the purchase price (credit being given second party thereon for the $500.00 paid for this Option). Second party will place the balance of said purchase price in an escrow account on which interest earned shall become the property of sellers, and will pay thirty-five (35) per cent of the purchase price in January of 1959 from said escrow, and the final thirty-five (35) per cent of the purchase price in January 1960 from said escrow account. Provided, however, if first parties purchase another farm, second party will pay said purchase price balance in full upon demand.

Taxes shall be paid by the first parties through and including the taxes due in December, 1958. Provided, however, if there are any special assessments levied against the property, the same will be paid by the second party.

2. In the event there are any title defects, the parties shall cooperate in removing the same. But in the event they are not removed within thirty (30) days, or such further time as said party of the second part shall from time to time grant first parties in writing, the second party may elect to (a) accept the title subject thereto, discharge out of the agreed purchase price any encumbrances of a definite or ascertainable amount, and this transaction shall then be closed as provided in the paragraph above, or (b) refuse to accept the title, in which event this Option shall be of no further force or effect, and the Option money shall be returned to Second Party.

3. It is further understood that first parties may occupy the following portion of the above described premises rent free for a period of five (5) years from the date of the Deed, provided, however, that if for any reason the said leased portion is legally on the tax rolls, said first parties shall pay the taxes so assessed. Failure to do so shall constitute a default and second party, in the event of such default by First Parties, may declare the lease at any end:

the Northwest Quarter of the Northwest Quarter of said Section 3.

No waste shall be committed on the property, and no trees shall be cut or removed.

Permission is hereby given to second party immediately upon the signing of this Option to make hand test borings on any of the property in said Section owned by first parties.

It is further agreed that at any time while First parties are not in default under said lease and before the termination thereof either by the end of the term or by default, first parties may remove from the premises leased any and all buildings now presently on the same.

As a further consideration of this lease, first parties agree that second party shall have the right to run any water or sewage or electric lines through the property at any time; and as a further consideration for this lease, first parties agree that during its occupancy of said land under said lease it will keep the premises free of any mechanics lien or other liens caused by any act or negligence of lessees and shall release and agree to indemnify and save harmless the second party from and against any damages, costs and charges arising as a result of injury including death or damages to the person or property of lessee or others where such injury or damages result directly or indirectly from lessees' use or occupancy of the premises.

Default in any of these conditions shall also act as a default of the lease and give Second party the option to terminate the same.

Lessees' use of the premises shall be limited to the present buildings on the property and to the present residential and farm purposes only.

It is understood and agreed that if second party fails to exercise this Option then said otpion shall cease and the $500.00 paid thereunder shall be retained by the parties of the first part.

Witnessed by:

Lloyd W. Bartlett

Lloyd W. Bartlett

George Burk (L. S.)
George Burk

Anna Mae Potter

Anna Mae Potter

Lorina Burk (L. S.)
Lorina Burk